

Panaji, 16th December, 2003 (Agrahayana 25, 1925)

SERIES II No. 37

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### EXTRAORDINARY

#### GOVERNMENT OF GOA

Department of Revenue

#### Order

No. 25/2/97-STE-DIR/Part-I/907

Whereas, vide Lease dated 18-12-1996 (hereinafter called the "said Lease Agreement"), executed between the Governor of Goa (hereinafter called the "Government") and Goa Theme Parks Pvt. Ltd., subsequently re-christened as "Goa Oceanarium Pvt. Ltd.", a company registered (No. 24-02186 of 1996) under the Companies' Act, 1956, (hereinafter called the 'Lessee'), the land surveyed under [i] Chalta No. 1(P) & 3 (P) P.T.S. No. 135 [ii] Chalta No. 1(P) P.T.S. No. 141 and [iii] Sub Div. Nos. 1 to 11 and Sub Div. 12(P) and 13(P) of Chalta No. 2 of P. T. S. No. 135 at Miramar, Panaji city, Tiswadi Taluka, comprising of a total of 32,176 sq. mts. (hereinafter called the "said land"), was conveyed by the Government unto the Lessee by way of lease for the purpose of construction of an Oceanarium Complex (hereinafter referred to as the 'said premises'), subject to the terms and conditions as contained in the said Lease Agreement;

And whereas in terms of clause (5) of the said Lease Agreement, the Lessee shall utilize the said land for the purpose of an **Oceanarium Complex**, and if the said land is not used for the purpose for which it is granted for five consecutive years, the Government may resume the possession of the said land without payment of any compensation to the Lessee;

And whereas the Lessee has neither utilized the said land within the stipulated period, nor has the Lessee started any activity on the said land till date, inspite of repeated appeals and opportunities provided by the Government;

And whereas in terms of clause (11) of the said Lease Agreement, if the Lessee commits breach of any of the conditions of the said Lease Agreement, then, without prejudice to any other remedy open to the Government, the Government may take over the possession of the said premises and terminate the lease by giving a reasonable notice to the Lessee;

And whereas, in view of the aforesaid, the Government, after due consideration of the matter, and in public interest, had decided to terminate the lease and resume possession of the said land;

And whereas, accordingly a Show Cause Notice bearing No. 25/2/97-STE-DIR/Part-I/271 dated 05-06-2003, (hereinafter called the "said Notice"), was issued to the Lessee directing the Lessee to show cause, within 15 days from the date of receipt of the said Notice, as to why the Government should not terminate the lease and resume possession of the said land in terms of clauses (5) and (11) of the said Lease Agreement. The Lessee was further informed that in case no cause is shown by the Lessee within the stipulated period or the cause shown is not to the satisfaction of the Government, the Government shall take such action as deemed fit in the matter without further notice and without prejudice to any other remedy open to the Government;

And whereas vide letter No. GOPL/SEC/03 dated 26th June, 2003, the Lessee sent an interim reply to the said Notice stating that they deny all the allegations made against them in the said Notice and that they have not committed any breach of the said Lease Agreement and also requested to grant them further time of 15 days for responding in detail to the said Notice;

And whereas subsequently vide letter No. GOPL/SEC/198/2003 dated 25th July, 2003, the Lessee sent a detailed reply to the said Notice stating, inter alia, that they have already incurred an expenditure of over Rs. 12.00 crores on the Oceanarium Complex and also constructed a huge site office of above 4,500 sq. feet at

the said land and requesting not to terminate the lease or resume possession and treat the matter as closed. It was further stated by the Lessee that if the Government wished to proceed further notwithstanding their reply, then to grant the Lessee a personal hearing to explain their stand.

And whereas a Notice for a Personal Hearing bearing No. 25/2/97-STE-DIR/Part-I/585 dated 16-09-2003, was issued to the Lessee directing the Lessee to appear in person or through his authorized representative, before the Secretary (Revenue), Government of Goa, Secretariat, Panaji-Goa, in the chamber of the Secretary (Revenue) on 03-10-2003 at 3.00 p.m. alongwith the supportive documents, if any, for the personal hearing. The Lessee was further directed to take note that no adjournment would be permitted and that in the event of the failure of the Lessee to remain present for the said personal hearing, the Government would proceed ex-parte in the matter;

And whereas inspite of the specific instructions as contained in the said Notice for a personal hearing, the Lessee did not remain present for the personal hearing which was granted exclusively on their written request. Instead, a Fax message dated 01-10-2003 was received on October 03, 2003 i.e. on the day of the hearing. It is also pertinent to note that the said Fax message was signed by some other person on behalf of the Director of the Lessee and was not sent to the Office of the Secretary (Revenue). Accordingly, it was decided to proceed ex-parte;

And whereas the reply given by the Lessee vide their above cited letter dated 25-07-2003 is far from the reality and also without any documentary or physical evidence of their claim relevant to the expenditure and as such cannot be accepted. It is verified that the Lessee has not constructed any building within the land leased to them, as claimed by them, however, they have constructed one office shed, which is (approx.) 200 sq. mts. in area, which surprisingly was found to be located outside the jurisdiction of the land leased to the Lessee and hence occupies a part of the land leased to the adjacent Goa Science Centre Complex. The estimated cost of this structure is (approx.) Rs. 10.00 lakhs. Thus, the claims of the Lessee that they have constructed a huge site office of above 4,500 sq. ft. and that they have incurred an

expenditure of Rs. 12.00 crores are absolutely false and merely constitute a lame argument to justify their action;

And whereas, all the facts stated above, indicate beyond any doubt the total failure of the Lessee in working towards the mere commencement of the project, for more than five years beyond the originally established deadline to commission the Oceanarium Complex. Further, their unsatisfactory/unconvincing written explanations, their failure to achieve any physical or financial progress on the project till date inspite of extensions, their own conclusion of non-feasibility of the Oceanarium project as envisaged in the Agreement and failure to attend the personal hearing granted at their request leads to the conclusion that the Oceanarium Complex project as conceived and entrusted to them for execution is beyond the competence of the Lessee and they cannot execute the project by any stretch of imagination. Further, the said leased land is a prime location classified as "Institutional" in the Statutory Regional Plan of Goa and cannot be left idle any long in public interest. Hence, there is no alternative, but to terminate the lease and resume possession of the said land.

Now, therefore, in view of the facts listed above and in pursuance of clauses (5) and (11) of the said Lease Agreement dated 18-12-1996, the Government of Goa is hereby pleased to -

- 1) terminate the said Lease Agreement dated 18-12-1996, and
- 2) direct the Collector, North Goa, to immediately resume possession of the land surveyed under:
  - i) Chalta No. 1(P) & 3(P) P.T.S. No. 135.
  - ii) Chalta No. 1(P) P.T.S. No. 141 and
  - iii) Sub Div. Nos. 1 to 11 and Sub Div. 12(P) and 13(P) of Chalta No. 2 of P.T.S. No. 135 at Miramar, Panaji city, Tiswadi Taluka, Goa admeasuring a total of 32,176 sq. mts.

By order and in the name of the Governor of Goa.

Sd/- Secretary (Revenue).

Panaji, 11th December, 2003.